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April 15, 2005

Ex Parte

Ms. Marlene H. Dortch
Secretary
Federal Communications Commission
445 12th Street, S.W.
Washington, D.C. 20554

Re: In the Matter of IP-Enabled Services, WC Docket No. 04-36

Dear Ms. Dortch:

On April 14, 2005, Paul Brigner, Kathleen Grillo, Michael O'Connor, Maureen Napolitano, and Karen Zacharia of Verizon, met with Michelle Carey, Tom Navin, Julie Veach, Christi Shewman, Nick Alexander, Tim Stelzig and Takeo Iijima of the Wireline Competition Bureau, and Walter Johnson and John Healy of the Office of Engineering and Technology, to discuss VoIP and 911.

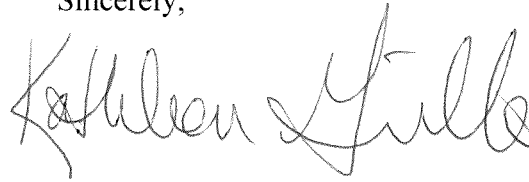
During the meeting, Verizon discussed an enhanced 911 (E911) solution it is developing which will enable VoIP providers to leverage the current E911 technologies in place for wireline and wireless providers. In particular, Verizon discussed a solution it is developing in New York City, which would enable the end users of those VoIP providers (that choose to use the solution) the opportunity to obtain E911 capabilities that are functionally equivalent to the capabilities available to wireline and wireless end users. The attached presentation formed the basis of the discussions.

Verizon also discussed the emergency response service it offers on its VoiceWing product, including the notice Verizon provides to customers regarding that service. The attached Terms of Service for VoiceWing was also distributed at the meeting.

Marlene H. Dortch
April 15, 2005
Page 2 of 2

Please contact me if you have any questions.

Sincerely,

A handwritten signature in cursive script, appearing to read "Kathleen G. Gull".

Attachments

cc: Michelle Carey
Tom Navin
Julie Veach
Nick Alexander
Christi Shewman
Takeo Iijima
Tim Stelzig
Walter Johnson
John Healy

ATTACHMENT 1

Verizon

The E911 Evolution

Wireline

Wireless

Voice Over Internet Protocol
(VoIP)



Agenda

- Verizon as System Service Provider (SSP)
- Learning from History
- The “CMRS” Solution
- Challenges
- VoiceWing

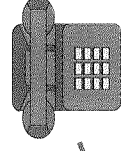
Verizon - An E911 System Service Provider (SSP)

- Verizon is the E911 SSP for approximately 2000 of the 6000 nationwide Public Safety Answering Points (PSAPs)
- Verizon handles 65M E911 Calls a Year
- Verizon Provides Leadership and Expertise in E911 National Fora
 - ◆ National Emergency Number Association (NENA)
 - ✦ NENA SWAT (Strategic Wireless Action Team)
 - ✦ NENA NEXTGEN
 - ◆ Association of Public Safety Communications Officials (APCO)
 - ◆ E911 Institute
 - ◆ Emergency Services Interconnection Forum (ESIF)



Learning From History

Early Wireline 911

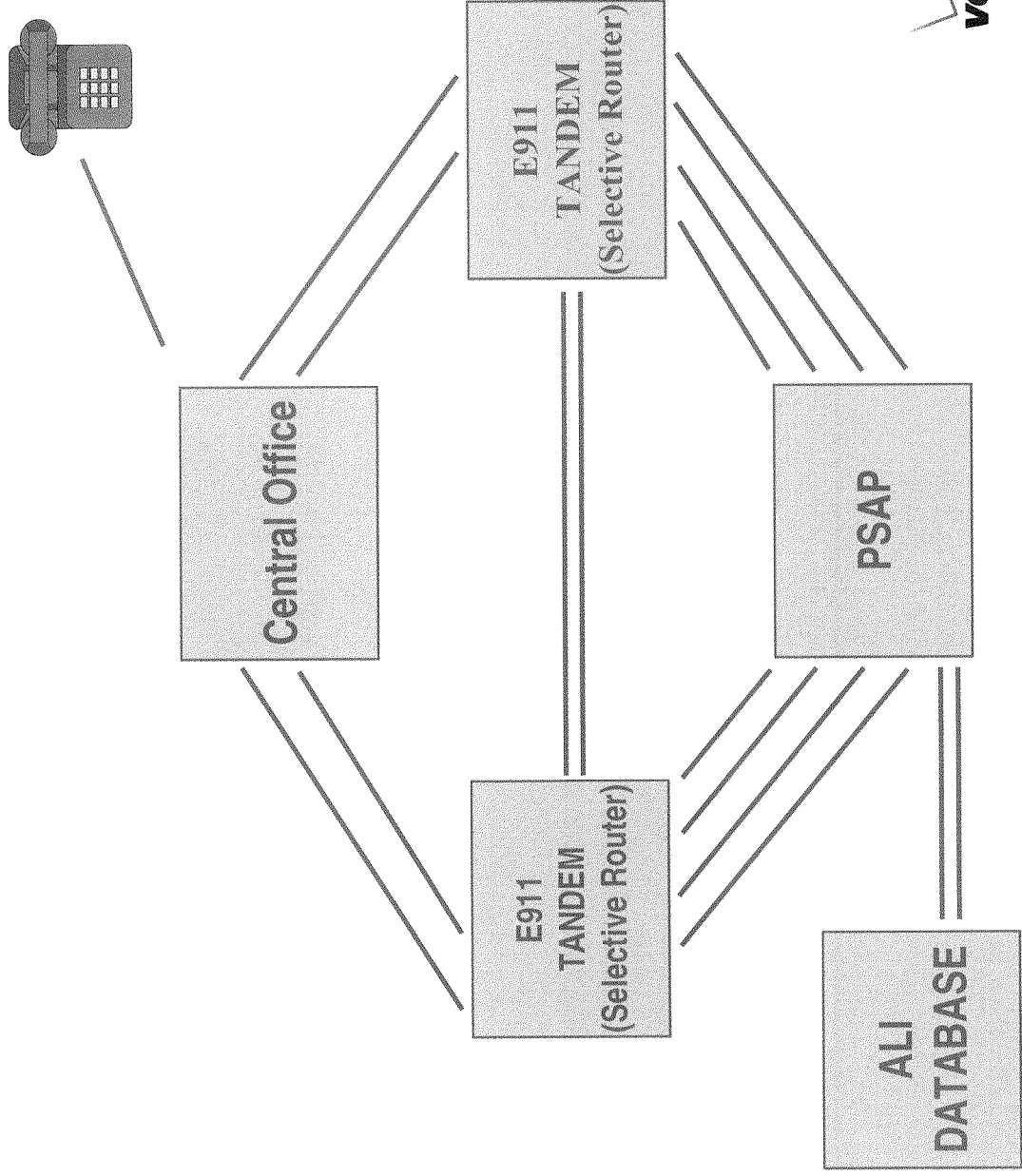


Central
Office

“PSAP”

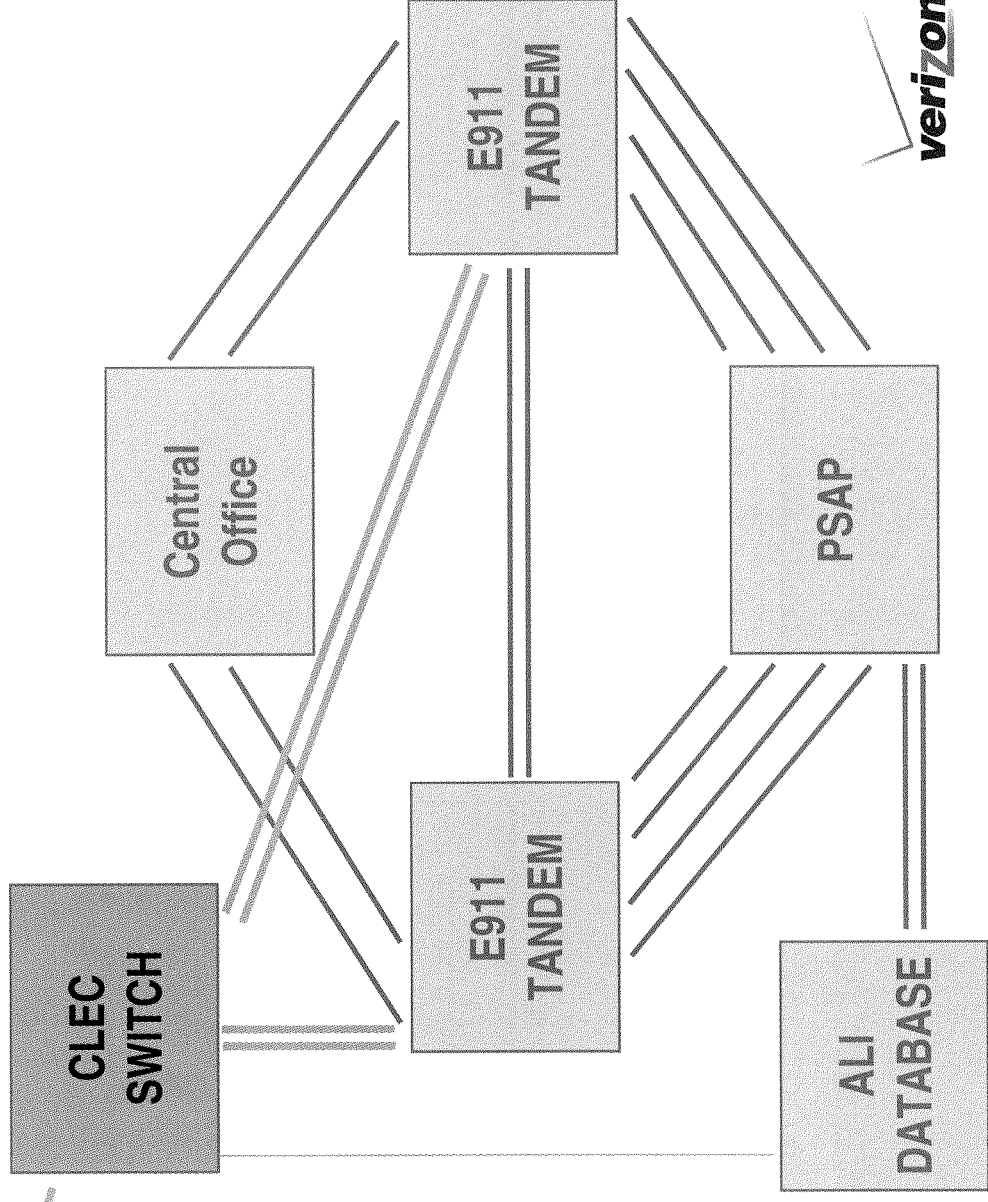
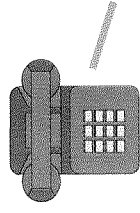
Learning From History

Wireline E911



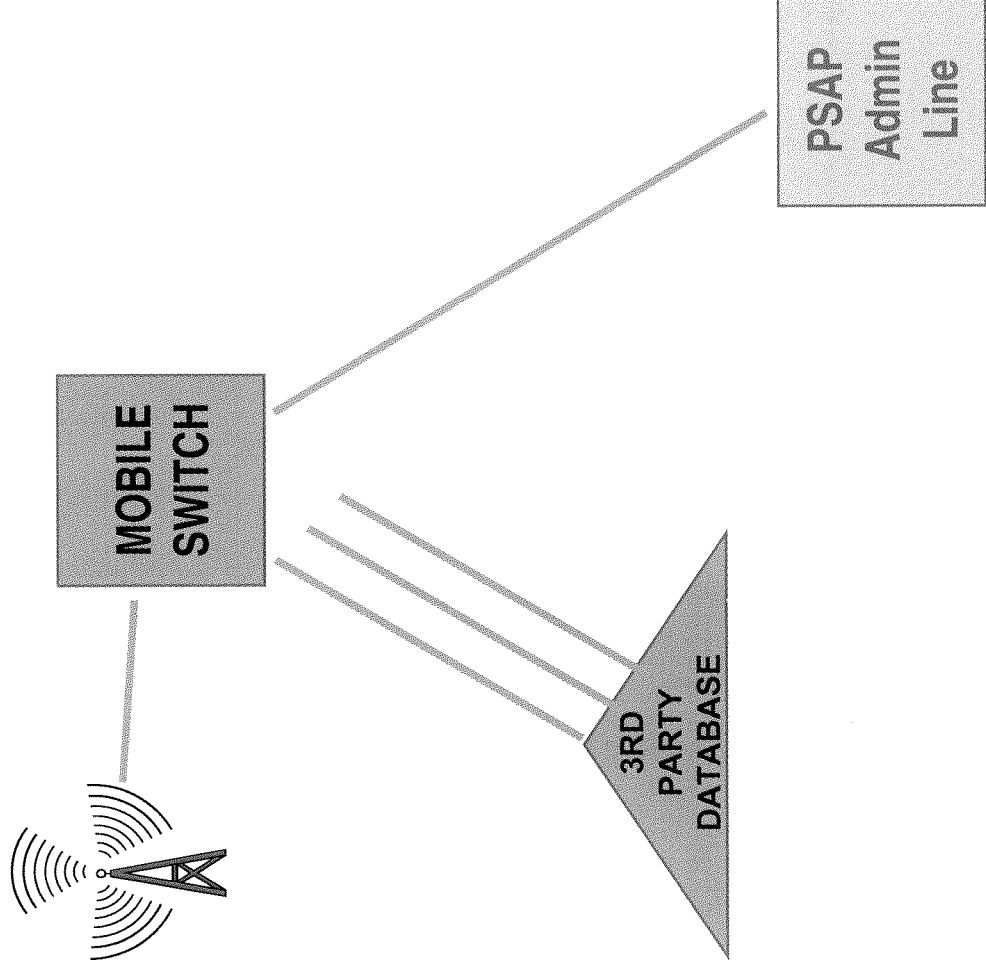
Learning From History

E911 CLEC Interconnection

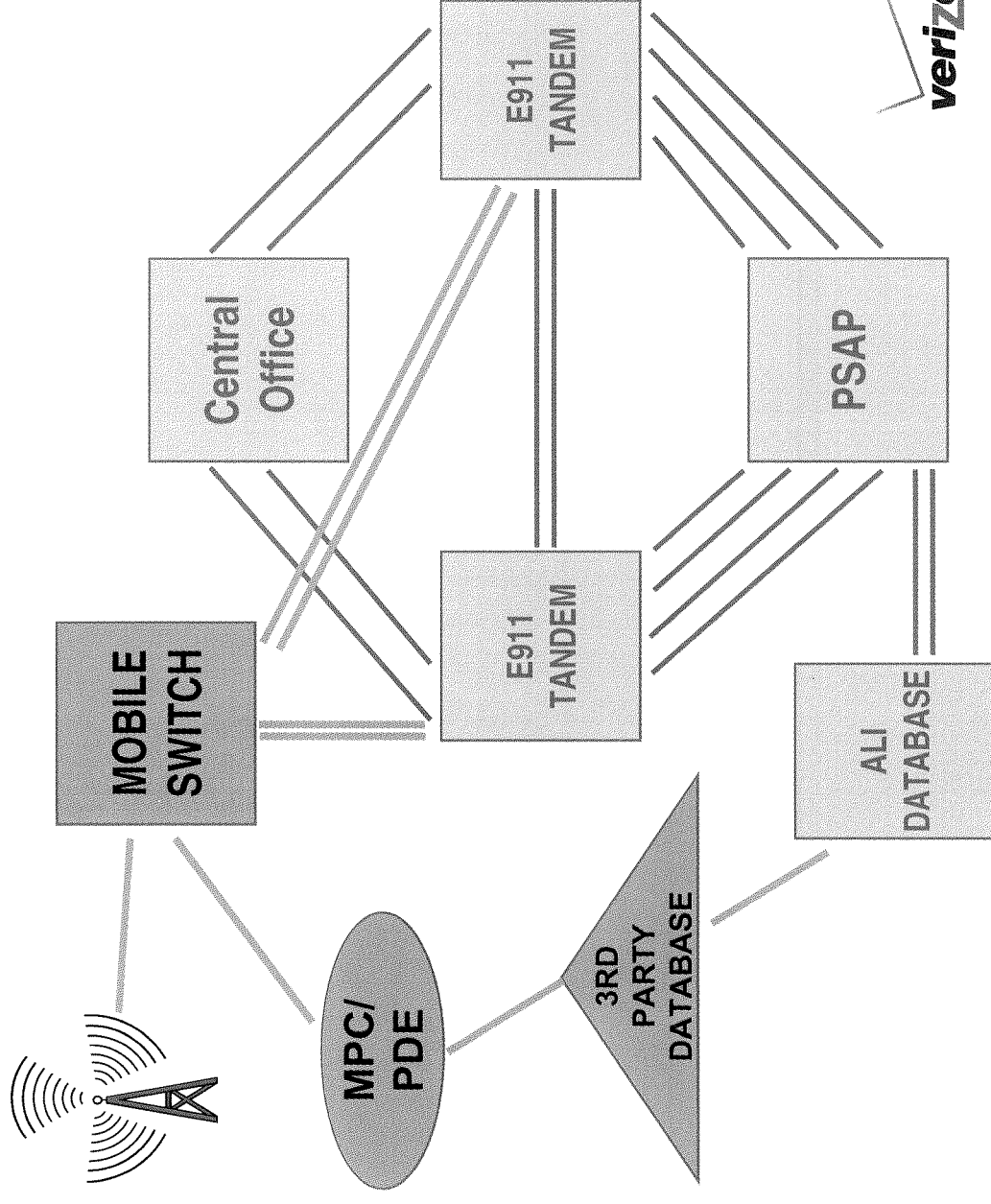


Learning From History

Early Wireless 911



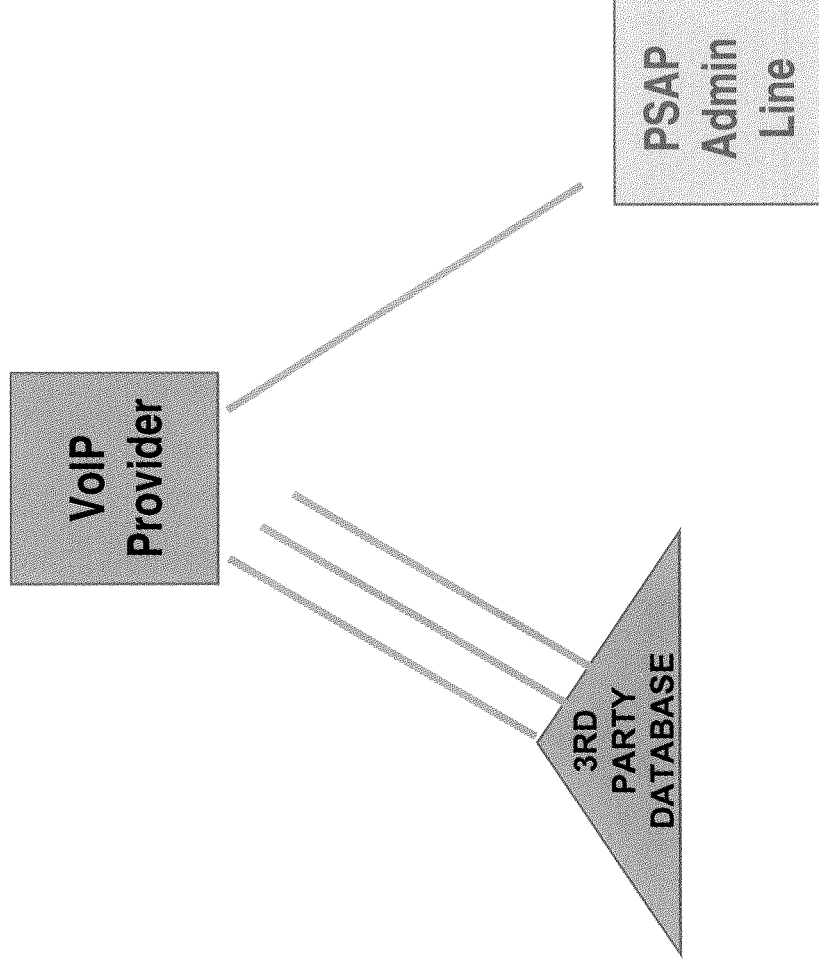
Learning From History Wireless E911



Learning From History

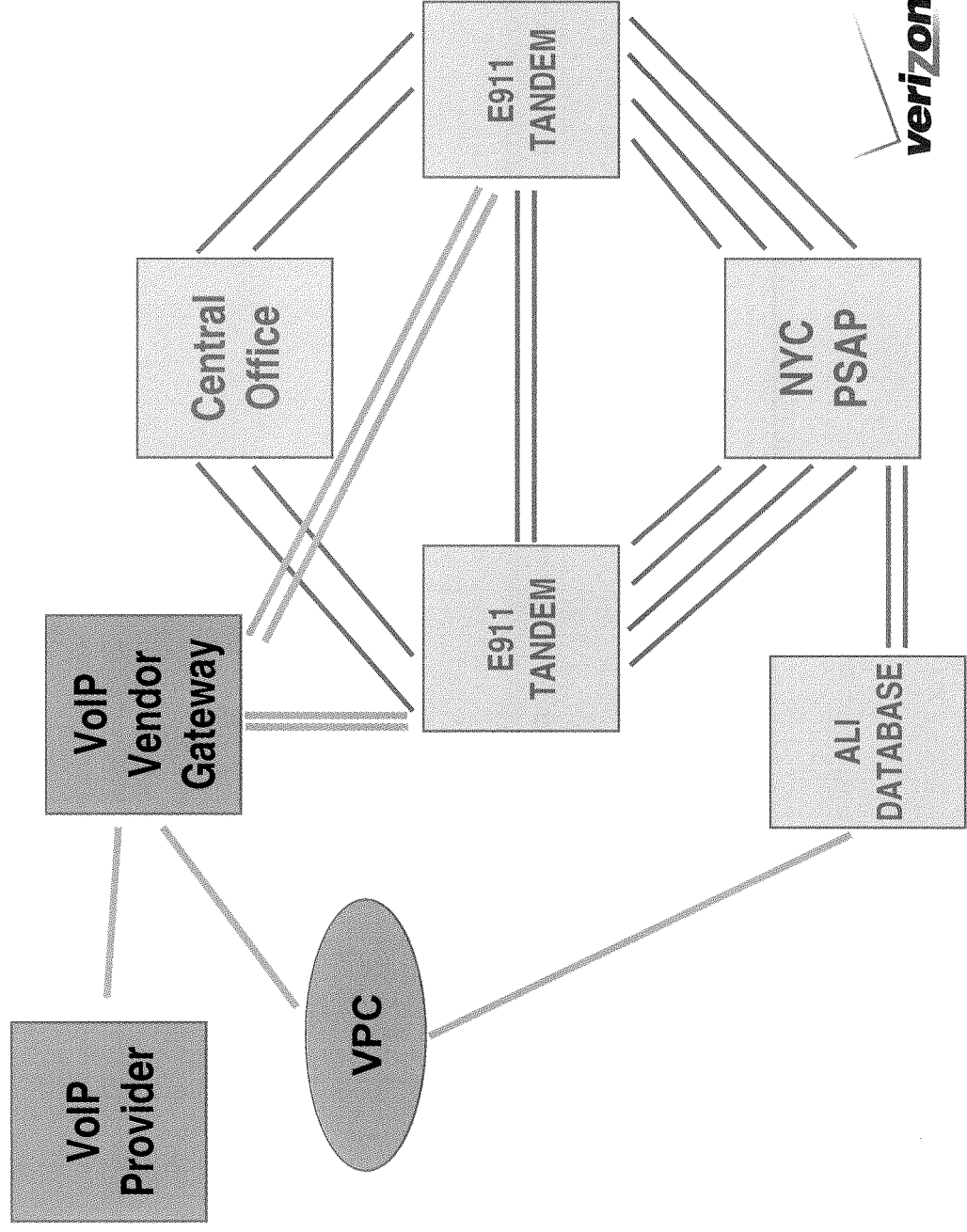
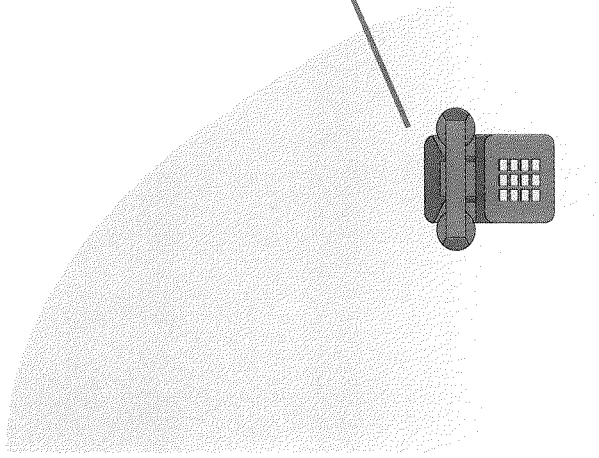
Early VoIP Limited

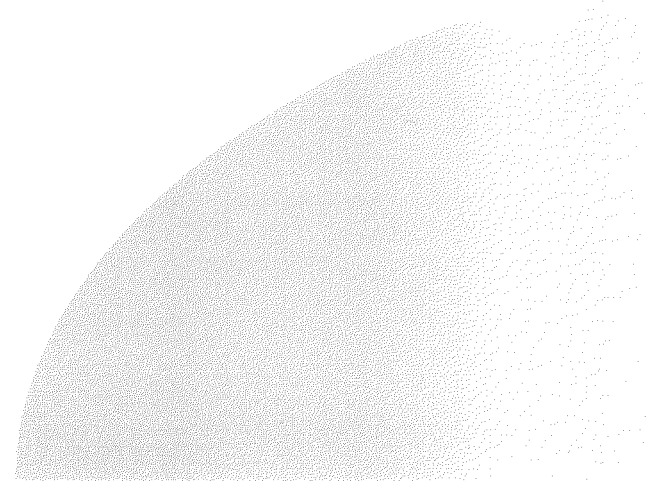
Emergency Response



VoIP E911

The "CMRS" Solution





VoIP E911

The Challenges Ahead

- Nomadic Solution
- Customer Education
- Nationwide versus Verizon-wide Implementation
- IP-Based PSAPs



Verizon VoiceWing

- Service Address
- Required
- Customer Notification
- Terms of Service

ATTACHMENT 2

VERIZON VOICEWING TERMS OF SERVICE

Welcome to VoiceWingSM Broadband Phone Service.

**THESE TERMS AND CONDITIONS STATE IMPORTANT
REQUIREMENTS REGARDING YOUR USE OF VERIZON VOICEWING
BROADBAND PHONE SERVICE.**

**YOU SHOULD READ THESE TERMS AND CONDITIONS
CAREFULLY AS THEY CONTAIN IMPORTANT
INFORMATION REGARDING YOUR RIGHTS AND OURS.**

**PLEASE NOTE: VOICEWING DOES NOT PROVIDE
TRADITIONAL 911 SERVICES. YOU MUST
MAINTAIN AN ALTERNATE MEANS OF
REQUESTING EMERGENCY SERVICES.**

1. **The Verizon VoiceWing Terms of Service** is an agreement (the "Agreement") between the subscriber ("you," "your" or "Subscriber") and Verizon Long Distance ("Verizon," "us" or "we"). The Agreement describes the Terms and Conditions under which you agree to use VoiceWing Broadband Phone Service and under which we agree to provide the Service to you. You are deemed to have accepted this Agreement upon the earlier of: (a) your submission of an online order; (b) your accepting the Terms of Service electronically during registration; (c) your use of the Service; or (d) your retention of the Equipment we provide for more than 30 days following delivery.
2. **DEFINITION OF SERVICE.**
Verizon VoiceWing Broadband Phone Service is an enhanced voice communication service which uses a data network (like the Internet) to transport voice communications that have been converted into data packets. For purposes of this Agreement, the term "Service" shall mean Verizon VoiceWing Broadband Phone Service, including all Software, Equipment and other features, products and services provided by Verizon under the pricing plan that you have selected. For purposes of this Agreement, "Equipment" shall mean a Verizon-provided Telephone Adapter ("Adapter") and accompanying Ethernet Cable.
3. **REVISIONS TO TERMS AND PRICING.**
From time to time, we may revise the terms and conditions of this Agreement (including, without limitation, any of the policies incorporated by reference) and the pricing for the Service. Notice of revisions to the Agreement or pricing shall be posted on the VoiceWing Web site ("the Web site") and deemed given upon notice to you. We may provide notice to you by sending you an email at the email address you registered or by leaving you a voice mail in your VoiceWing mailbox. If you do not agree to the revision(s), you must terminate your Service immediately, subject to the termination provisions provided in this Agreement. By continuing to use the Service after revisions are in effect, you accept and agree to all revisions.
4. **SERVICE USE AND LIMITATIONS.**
 - a. You acknowledge that you are 18 years of age or older, and you agree that you have the legal authority to enter into this Agreement and affirm that the information you supply to us is correct and complete. You understand that Verizon relies on the information you

supply and that providing false or incorrect information may result in Service provisioning and delivery delays, the suspension or termination of your Service and the inability of a 911-dialed call to be correctly routed to emergency service personnel, as further explained below. You agree to promptly notify Verizon whenever your personal or billing information changes (including, for example, your name, address, e-mail address, telephone number, and credit card number and expiration date).

- b. You agree that you are responsible for all use on your account. You understand this means that you accept full liability and responsibility for the actions of anyone who uses the Service via your account with or without your permission. You acknowledge that Verizon will be sending you information, including your Password, via e-mail over the Internet. You agree that the Internet is not a secure network and that third parties may be able to intercept, access, use or corrupt the information and telephone calls you transmit over the Internet. In order to maintain the security of your Service, you should safeguard your User IDs and Passwords, as well as the media access control (MAC) address of the Adapter. The MAC address is one of the pieces of information used by Verizon to authenticate customer calls and should not be shared.
- c. **Residential Use of Service and Device.** The Service is provided to you as a residential user, for your personal, residential, nonbusiness and nonprofessional use. This means that you are not using it for any commercial or governmental activities, profit-making or nonprofit, including but not limited to home office, business, sales, telecommuting, telemarketing, autodialing, continuous or extensive call forwarding, fax broadcast, fax blasting or any other activity that would be inconsistent with normal residential usage patterns. This also means that you are not to resell or transfer the Service to any other person for any purpose, or make any charge for the use of the Service, without express written permission from Verizon in advance. Verizon reserves the right to immediately terminate, change the calling plan or modify the Service if Verizon determines, in its sole discretion, that you are using the Service for nonresidential or commercial use. Usage excess of 5,000 minutes in any month, shall be considered above normal residential use and may be investigated and subject to the conditions above. You acknowledge and understand that you cannot make 500, 700, 900, 976, 0+ collect calls or dial-around calls (e.g., 1010-XXXX). In addition, you understand that this service does not support n11 calling with the exception of 411 and the limited form of 911 described below.
- d. You agree that your use of the Service, without limitation, is your sole responsibility, is solely at your own risk and is subject to all applicable local, state, national and international laws and regulations. You agree that the Internet is not owned, operated or managed by, or in any way affiliated with, Verizon. You further agree that Verizon does not own or control all of the various facilities and communications lines through which the Service may be provided. You also agree to use the Service only within the United States. This Service is not offered or shipped to any address outside of the United States.
- e. **Loss of Service Due to Power or Broadband Failure.** You acknowledge and understand that the Service will not function in the event of power failure. Should there be an interruption in the power supply, the Service will not function until power is restored. A power failure or disruption may require you to reset or reconfigure equipment prior to utilizing the Service. **In addition, since the Service is dependent on the broadband connection, the availability of an adequate power supply and correct Equipment configuration, Verizon does not guarantee that the Service will be continuous or error-free. Verizon will not offer credits for service failures due to power outages or disruptions in your broadband connection.**
- f. **International Calling.** You will be able to make calls to destinations outside the United States. Charges for calls to Canada, Mexico and all other international locations will be deducted from your Extra Services Account (see Section 10.b below) at current rates,

which are available on the Web site. Information on current international rates is also available by contacting Verizon Customer Care at **1-800-505-6495**. The current charges and rates for international calling and terms and conditions of use thereof are incorporated into this Agreement. Verizon reserves the right to block calls to certain countries in the event we determine that such calls may be linked to fraudulent or illegal activities or in the event a country places any other restrictions on Internet traffic.

- g. This Service is solely for the use of authorized users. Use of this Service may be monitored to insure proper operation and for other quality purposes, to prevent or address misuse, or to meet obligations imposed under applicable laws, regulations or orders. You acknowledge and understand that this Agreement is sufficient notice to you of such monitoring to the extent any notice is required under applicable state or federal law.

- h. **Incompatibility with Home Security Systems and Certain Other Non-Voice Communications Equipment.** You acknowledge and understand that the Service is not compatible with all non-voice communications equipment, including but not limited to, some home security systems that are set up to make automatic phone calls, some aspects of satellite TV systems, digital entertainment systems, fax machines, modems and medical monitoring devices. By accepting this Agreement, you waive any claim you may have against Verizon for interference with or disruption of such systems due to the Service.

5. **PRIVACY POLICY.**

The Service utilizes, in whole or in part, the public Internet and third-party networks to transmit voice and other communications. You acknowledge and understand that Verizon cannot guarantee that voice-over Internet protocol communication is completely secure. Verizon will treat your personal information in accordance with its then current Privacy Policy (available at <http://www.verizon.com/privacy>) and the terms of this Agreement. The Verizon Privacy Policy is incorporated into this Agreement by reference, but in the event of a conflict between Verizon's Privacy Policy and the other terms of this Agreement, this Agreement shall control. You agree to the terms of the Privacy Policy, which describes Verizon's use and disclosure of information about your account and your use of the Service.

6. **LIMITATIONS ON EMERGENCY RESPONSE SERVICES – TRADITIONAL 911 AND E911 NOT AVAILABLE.**

- a. **YOU MUST MAINTAIN AN ALTERNATE MEANS OF REQUESTING EMERGENCY SERVICES.** You acknowledge and understand that VoiceWing does NOT support traditional 911 and E911 access to emergency services. The limited emergency response service accessible by VoiceWing differs in a number of important ways from traditional emergency response services as further explained below. You must maintain an alternate means of accessing traditional emergency response services. You agree to inform any household residents, guests and other third persons who may be present at the physical location where the Service is utilized as to the important limitations on emergency response service.

- b. **The Emergency Response Service Will Not Receive Automated Number and Location Identification.** You acknowledge and understand that when you call 911 using the Service, the local emergency personnel receiving your call will not be able to identify your phone number or the physical address from which you are calling. You will need to state the nature of your emergency promptly and clearly, including your telephone number and location. You acknowledge and understand that the individual answering the call may not be able to call you back or find your location if the call is unable to be completed, is dropped or disconnected, or if you are unable to tell them your phone

number and physical location and/or if the Service is not operational for any reason, including without limitation those reasons listed elsewhere in this Agreement.

- c. **You Must Register Your Correct Service Address for the Limited Emergency Response Service.** You acknowledge and understand that your failure to provide the current and correct physical address and location of your Equipment **as the Service Address** will result in any emergency calls you make being routed to the incorrect local emergency service provider. During the ordering process, you will provide Verizon the physical address where you will use your Service. When you dial 911 with VoiceWing, your call will be routed to the general telephone number for the Public Safety Answering Point (PSAP) or local emergency service personnel designated for the Service Address you have registered with Verizon. You acknowledge and understand that you may not be routed to a dispatcher who is specifically trained and designated to receive incoming emergency response calls, and it is possible that the lines at the PSAP will be occupied and that you will get a busy signal.
- d. **Emergency Calls from a Location Other Than Your Service Address May Not Be Directed Correctly to a Local Emergency Service Provider.** You acknowledge and understand that if you use your Equipment and the Service to call 911 from a location other than the Service Address that you have registered with Verizon (e.g., if you move or use the Service while you are traveling), unless you have completed registration of such location as described in Section 6.e below, your call will not be routed to the correct local emergency service provider. The provider to whom any such 911 calls are routed will be unable to transfer the call to a local emergency service provider in the area from which you are calling.
- e. **You Must Update Your Service Address If You Move or If You Use the Service from a New Location.** You acknowledge and understand that the limited emergency response service will not route your emergency calls to the correct local emergency service provider unless and until you have registered your new physical location **by updating your Service Address** on your Personal Account Manager or by calling Customer Service at **1-800-505-6495**, and Verizon has completed the registration process by updating all appropriate systems. This process may take up to five (5) days. You acknowledge and understand that until your new address is fully registered, your 911 calls using the Service will continue to be directed to the local emergency service provider for the physical address previously provided to Verizon.
- f. **Power or Broadband Service Outage.** You acknowledge and understand that a power or broadband service outage will prevent ALL Service, including the dialing of 911. Should there be an interruption in the power supply, VoiceWing, including the limited emergency response service, will not function until power is restored. A power failure or disruption may require you to reset or reconfigure equipment prior to utilizing VoiceWing or the limited emergency response service.
- g. **Service Outage Due to Suspension of Your Account.** You acknowledge and understand that a service outage due to suspension of your account as a result of billing issues or any other reason, including, but not limited to those reasons described elsewhere in this Agreement, will prevent ALL Service, including the limited emergency response service.
- h. **Possibility of Network Congestion and/or Reduced Speed for Routing Emergency Calls.** You acknowledge and understand that calls made using the limited emergency response service of VoiceWing may be subject to network congestion and/or reduced routing speed.

7. **LOCAL NUMBER PORTABILITY.**

In the event you are transferring an existing phone number that currently is subscribed to a carrier other than Verizon for local service, the following terms and conditions apply:

- a. You hereby authorize Verizon to process your order for the Service and to notify your local telephone company of your decision to switch your local services to the Service and to transfer your telephone number, and represent that you are authorized to take these actions.
- b. You agree and acknowledge that you must install and activate your Equipment prior to the date that the number switch becomes effective ("Port Effective Date").
- c. Verizon has the right to refuse to import a number if, in its sole discretion, it does not have the infrastructure to support the number. You will be assigned a temporary telephone number until your transfer is completed. You may place and receive calls using this temporary number until such time as your phone number is transferred.

8. **SOFTWARE LICENSES.**

- a. In connection with our provision of the Service, we may provide to you, via download, CD, other media or other delivery method, the use of certain software which is owned by Verizon or its third-party licensors, providers and suppliers, and which may be provided free or for a fee ("Software"). We reserve the right to update or change the Software from time to time and you agree to cooperate in performing such steps as may be necessary to install any updates or upgrades to the Software. Your failure to do so is your responsibility and may affect your Service. You may use the Software only as part of or for use with the Service and for no other purpose.
- b. The Software may be accompanied by an end-user license agreement from Verizon or a third party. Your use of the Software is governed by the terms of that license agreement and by this Agreement, where applicable. You may not install or use any Software that is accompanied by or includes an end-user license agreement unless you first agree to the terms and conditions of the end-user license agreement.
- c. With regard to any Software which is not accompanied by an end-user license agreement, you are hereby granted a revocable, nonexclusive, nontransferable license by Verizon or its third-party licensors, providers or suppliers, to use the Software (including any corrections, updates and upgrades we provide to you) subject to the following restrictions: (1) you may not make any copies of the Software; (2) you agree that the Software is the confidential information of Verizon or its third-party licensors, providers or suppliers, and contains copyrighted material, trade secrets, patents and proprietary information owned by Verizon or its third-party licensors, providers or suppliers which you shall not disclose to others or use except as expressly permitted herein; (3) you may not decompile, reverse engineer, disassemble, attempt to discover any source code or underlying ideas or algorithms of the Software, or otherwise reduce the Software to a human readable form; (4) you may not modify, rent, lease, loan, use for commercial timesharing or service bureau purposes, reproduce, sublicense or distribute copies of the Software or otherwise transfer the Software to any third party; (5) you may not remove or alter any trademark, trade name, copyright or other proprietary notices, legends, symbols or labels appearing on or in copies of the Software; (6) you acknowledge that this license is not a sale of intellectual property and that Verizon or its third-party licensors, providers or suppliers continue to own all right, title and interest, including but not limited to all copyright, patent, trademark, trade secret, and moral rights, to the Software and related documentation; and (7) the Software may be used in the United States only; any export of the Software is strictly prohibited.

- d. We shall provide technical assistance and support for the Software in accordance with our then-current support policies. Unless otherwise provided in such policies, Verizon does not provide technical assistance or support for any third-party software, and technical assistance or support with regard to third-party software is solely provided in accordance with such third-party's policies or other terms.
- e. Your license to use the Software shall remain in full force and effect unless and until terminated by Verizon, its third-party licensors, providers or suppliers. Upon termination of your Service for any reason, you must cease all use of the Software and immediately delete the Software from your computer.

9. **TERM AND TERMINATION.**

- a. **Effective Date and Term.** This Agreement goes into effect upon your acceptance of this Agreement and shall continue, subject to the terms of this Paragraph, until terminated by either party as permitted by this Agreement.
- b. **Verizon Offers the Following Money-Back Guarantee.** Verizon offers a thirty (30) day money-back guarantee period which begins either when you activate your Verizon-provided Adapter or seven (7) days after you order the Service, whichever is earlier (the "Guarantee Period"). During the Guarantee Period, if you have used fewer than 250 minutes of domestic usage, you may cancel the Service and receive a full refund of any account setup fee, all monthly charges paid to Verizon, and any amounts remaining in your Extra Services Account that you deposited. If you cancel within the Guarantee Period, but have used more than 250 minutes of domestic usage, you may cancel the Service and receive a refund of any account setup fee paid to Verizon and any amounts remaining in your Extra Services Account that you deposited. **Shipping and handling charges will not be refunded.** If you cancel within the Guarantee Period, Verizon will require you to return the Equipment. Failure to return the Equipment in working condition in the prepaid envelope that Verizon will provide to you will result in a charge to your credit card, as explained to you during the ordering process. If you terminate this Agreement after the Guarantee Period, you may keep the Verizon-provided Equipment, but you will not be entitled to a refund of any kind.
- c. **Termination of Service.** Either you or Verizon may terminate this Agreement without cause by giving notice to the other in accordance with the notice provision set forth in this Agreement. Termination of Service by you will be effective upon your notice to Verizon. If this Agreement is terminated after the expiration of the Guarantee Period, but prior to the end of the first year of Service, you will be charged an early termination fee, as described to you when you ordered the Service. Termination by Verizon shall be effective thirty (30) days after the date of notice to you, except as otherwise provided in this Agreement. With the exception of the Money-Back Guarantee, Verizon will not refund monthly charges paid to Verizon when the Service is terminated between billing cycles.
- d. **Termination and/or Suspension by Verizon.** If: (1) you are in breach of any of the terms of this Agreement or any payment obligations with respect to the Service; (2) your use of the Service is prohibited by law or is disruptive to, adversely impacts or causes a malfunction to the Service, Verizon's network or the use and enjoyment of other users; (3) Verizon is required by a judicial, legislative or regulatory body of competent jurisdiction to suspend or terminate your Service; (4) a ruling, regulation, or order is issued by a judicial, legislative or regulatory body that conflicts with this Agreement; (5) Verizon for any reason ceases to offer the Service; or (6) you no longer meet the prerequisites for the Service, then Verizon may terminate or suspend your Service immediately without notice. Verizon shall have sole discretion in its determination of whether any of the conditions (1) – (6) is met.

- e. **Terminated Account.** Verizon, in its sole discretion, may refuse to accept your application for renewal or re-subscription following a termination or suspension of your use of the Service. If your Service is terminated for any reason, you agree to pay a reconnection fee if the Service is reactivated.
- f. **Regulatory Compliance.** In the event there is a ruling, regulation or order issued by a judicial, legislative or regulatory body that causes Verizon to believe that this Agreement may be in conflict with such rules, regulations and orders, Verizon may terminate or modify your Service and/or this Agreement immediately without notice.

10. **PRICING AND PAYMENT.**

- a. **Prices and Fees.** Verizon fees and charges for the Service are supplied to you during the ordering process unless otherwise provided for in this Agreement. You agree to pay the applicable monthly charge. You further agree that any taxes and other charges, including but not limited to, account setup fees, early termination fees, adapter fees, equipment charges, shipping and handling and other nonrecurring charges will be charged to your credit card. You also agree to pay any additional charges or fees applied to your billing account for any reason, including but not limited to, interest and charges due to insufficient credit. Monthly recurring charges will be billed one month in advance. Your credit card will be charged on the day you place your order. Your next billing cycle will begin either seven days from your order date or the day you activate your Service, whichever comes first. Your credit card will be charged on the first day of every cycle.
- b. **Taxes and Other Charges.** Verizon will charge you for any applicable taxes, fees, surcharges or other charges made using the service, unless you can show with documentation satisfactory to us that you are exempt. You will be charged for calls forwarded to international numbers as though the forwarded calls originated from your VoiceWing telephone.
- c. **YOU AGREE THAT WE MAY CHARGE YOUR CREDIT CARD FOR ALL AMOUNTS DUE TO US WITHOUT ADDITIONAL NOTICE OR CONSENT.** You agree to provide a credit card and not a debit card. If your card is a combination credit card/debit card, you authorize us to use it as a credit card. You also agree to indemnify us for any claims or expenses resulting from your providing a debit card instead of a credit card. If your credit card is declined, is invalid or payment is not made by the issuer of your credit card at the time that a charge is attempted, you will not be able to use the Service until your account is paid in full.
- d. **Extra Services Account.** Your Extra Services Account is a prepaid account in which a certain dollar amount is set aside to cover incidental charges on your account that are not covered by your monthly fee. For example, international calls, Directory Assistance calls and taxes related to these calls are automatically deducted from your Extra Services Account. When the balance of your Extra Services Account reaches the Minimum Threshold Amount, your account will be automatically re-charged back to a preset dollar amount on your credit card. This preset dollar Re-Charge Amount may be taxed at the time it is charged to your Extra Services Account. **YOU AGREE THAT WE MAY CHARGE YOUR CREDIT CARD WHEN YOUR EXTRA SERVICES ACCOUNT REACHES THE MINIMUM THRESHOLD AMOUNT. THIS PRACTICE MAY RESULT IN YOUR CREDIT CARD BEING CHARGED MORE THAN ONE TIME IN A BILLING CYCLE.** The "Minimum Threshold Amount" will be posted on the Web site and may be revised from time to time as set forth in Section 3 above.
- e. **Discontinuation of Service for Nonpayment.** Service to you may be denied or discontinued without notice at any time in the event your credit card provider denies or discontinues providing credit to you for any reason, or you fail to provide us with a new

credit card expiration date before the existing one expires. If your credit card fails for any reason during the ordering process, or any regular or monthly billing process, you will have 24 hours to provide Verizon your new credit card information. If the credit card issue is not resolved within 24 hours, Verizon will place you on a per-minute calling plan when your next billing cycle begins. The per-minute usage charges will be deducted from your Extra Services Account. When the balance of your Extra Services Account is depleted, Service will be terminated. If your credit card is approved within 24 hours, your calling plan and billing cycle will remain unchanged. We reserve the right to modify the per-minute calling plan at any time. You agree to pay all charges owed to Verizon, including but not limited to the early termination fee. In the event Verizon utilizes a collection agency or resorts to legal action to recover monies due, you agree to reimburse us for all expenses incurred to recover such monies, including attorneys' fees.

f. Verizon may limit the number of promotions you may be eligible for in a given period.

g. The waiver of any fees or charges lies solely in the discretion of Verizon. Verizon agrees, however, to provide a service credit equal to one free month of the Service if, within the first thirty (30) days of Your order, You contact Verizon customer service to report a service issue(s) and at least one of the following occurs: (i) You spend more than thirty (30) minutes on a call troubleshooting the issue(s) with a customer service agent; (ii) You are unable to make and/or receive calls within 24 hours of reporting that You are unable to get a dialtone; (iii) You contact Verizon three (3) or more times regarding different problems relating to the Service; (iv) You have received two or more calls from Verizon customer service without resolution of Your service issue(s).

11. **MANAGEMENT OF YOUR DATA AND COMPUTER.**

- a. **System Management and Service Performance.** You are solely responsible for obtaining, installing, configuring and maintaining suitable equipment, including your computer and telephone and software, including any necessary system or software upgrades, patches or other fixes which are or may become necessary to access the Service and to operate your computer. Verizon will only provide technical assistance with respect to your Verizon-provided Adapter.
- b. **Monitoring of Network Performance.** Verizon automatically measures and monitors network performance. We also will access and record information about your computer's profile and settings and the installation of the Software in order to provide customized technical support. No adjustments to your computer settings will be made without your permission. You hereby consent to Verizon's monitoring of your Internet connection and network performance, and the access to and adjustment of your computer settings, as set forth above, as they relate to the Service.

12. **DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY.**

- a. **YOU ACKNOWLEDGE AND AGREE THAT THE SERVICE IS PROVIDED ON AN "AS IS" OR "AS AVAILABLE" BASIS, WITH ALL FAULTS. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE SERVICE IS WITH YOU, THE BUYER. SHOULD THE SERVICE PROVE DEFECTIVE FOLLOWING PURCHASE, YOU, AND NOT THE MANUFACTURER, DISTRIBUTOR, OR RETAILER, ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING OR REPAIR. EXCEPT AS OTHERWISE SPECIFICALLY SET FORTH IN THIS AGREEMENT AND AS OTHERWISE SPECIFICALLY SET FORTH IN ANY MANUFACTURER WARRANTY FOR ANY EQUIPMENT PROVIDED BY VERIZON (BUT ONLY IF SUCH WARRANTY IS INCLUDED WITH SUCH EQUIPMENT), VERIZON (AND ITS OFFICERS,**

EMPLOYEES, PARENT, SUBSIDIARIES AND AFFILIATES), ITS THIRD-PARTY LICENSORS, PROVIDERS AND SUPPLIERS, DISCLAIM ANY AND ALL WARRANTIES FOR THE SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, NONINFRINGEMENT, NONINTERFERENCE, TITLE, COMPATIBILITY OF COMPUTER SYSTEMS, INTEGRATION, AND THOSE ARISING FROM COURSE OF DEALING, COURSE OF TRADE, OR ARISING UNDER STATUTE. VERIZON DOES NOT WARRANT THAT THE SERVICE WILL BE WITHOUT FAILURE, DELAY, INTERRUPTION, ERROR, DEGRADATION OF VOICE QUALITY OR LOSS OF CONTENT, DATA OR INFORMATION. NOR SHALL INFORMATION GIVEN BY VERIZON OR ITS REPRESENTATIVES CREATE A WARRANTY. USE OF VERIZON TECHNICAL SUPPORT IS AT YOUR OWN RISK AND IS NOT WARRANTED.

- b. IN NO EVENT SHALL VERIZON (OR ITS OFFICERS, EMPLOYEES, PARENT, SUBSIDIARIES OR AFFILIATES), ITS THIRD-PARTY LICENSORS, PROVIDERS OR SUPPLIERS, INCLUDING ISPs, BE LIABLE FOR: (1) ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS OR LOSS OF REVENUE OR DAMAGE TO DATA, COMPUTER EQUIPMENT OR ROUTERS ARISING OUT OF THE USE, PARTIAL USE OR INABILITY TO USE THE SERVICE OR VERIZON-PROVIDED EQUIPMENT, REGARDLESS OF THE TYPE OF CLAIM OR THE NATURE OF THE CAUSE OF ACTION, INCLUDING WITHOUT LIMITATION, THOSE ARISING UNDER CONTRACT, TORT, NEGLIGENCE OR STRICT LIABILITY, EVEN IF VERIZON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIM OR DAMAGES; OR (2) ANY CLAIMS AGAINST YOU BY ANY OTHER PARTY.
- c. VERIZON SHALL NOT BE LIABLE FOR ANY DELAY OR FAILURE TO PROVIDE THE SERVICE, AT ANY TIME OR FROM TIME TO TIME, OR FOR ANY INTERRUPTION OR DEGRADATION OF VOICE QUALITY THAT IS CAUSED BY ANY OF THE FOLLOWING: (1) ACT OR OMISSION OF AN UNDERLYING CARRIER, SERVICE PROVIDER, VENDOR OR OTHER THIRD PARTY; (2) EQUIPMENT, NETWORK OR FACILITY FAILURE; (3) EQUIPMENT, NETWORK OR FACILITY UPGRADE OR MODIFICATION; (4) EQUIPMENT, NETWORK OR FACILITY SHORTAGE; (5) EQUIPMENT OR FACILITY RELOCATION; (6) SERVICE EQUIPMENT, NETWORK OR FACILITY FAILURE CAUSED BY THE LOSS OF POWER TO YOU; OR (7) ANY OTHER CAUSE THAT IS BEYOND VERIZON'S CONTROL, INCLUDING WITHOUT LIMITATION THE FAILURE OF INCOMING OR OUTGOING COMMUNICATIONS, THE INABILITY OF COMMUNICATIONS TO BE RECORDED OR COMPLETED OR DEGRADATION OF VOICE QUALITY.
- d. VERIZON SHALL NOT BE LIABLE FOR ANY SERVICE OUTAGE AND/OR INABILITY TO ACCESS EMERGENCY SERVICE PERSONNEL THROUGH 911, E911, OR OTHERWISE.
- e. VERIZON'S LIABILITY FOR ANY FAILURE OR MISTAKE SHALL IN NO EVENT EXCEED SERVICE CHARGES WITH RESPECT TO THE AFFECTED TIME PERIOD.
- f. ALL LIMITATIONS AND DISCLAIMERS STATED IN THIS PARAGRAPH ALSO APPLY TO VERIZON'S THIRD-PARTY LICENSORS, PROVIDERS AND SUPPLIERS AS THIRD-PARTY BENEFICIARIES OF THIS AGREEMENT.
- g. ANY RIGHTS OR LIMITS STATED HEREIN ARE THE MAXIMUM FOR WHICH VERIZON (AND ITS OFFICERS, EMPLOYEES, PARENT, SUBSIDIARIES, AND AFFILIATES), VERIZON'S THIRD-PARTY LICENSORS, PROVIDERS AND SUPPLIERS, ARE COLLECTIVELY RESPONSIBLE.

- h. THE REMEDIES EXPRESSLY SET FORTH IN THIS AGREEMENT ARE YOUR SOLE AND EXCLUSIVE REMEDIES. YOU MAY HAVE ADDITIONAL RIGHTS UNDER CERTAIN LAWS (SUCH AS CONSUMER LAWS) WHICH DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY, OUR EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU. UPON DETERMINATION THAT ANY SUCH EXCLUSION OR LIMITATION DOES NOT APPLY, VERIZON MAY, IN ITS SOLE DISCRETION, MODIFY THIS AGREEMENT PURSUANT TO SECTION 3 TO EFFECT THE ORIGINAL INTENT AS CLOSELY AS POSSIBLE.
- i. VERIZON RESERVES THE RIGHT TO PURSUE ANY AND ALL LEGAL AND EQUITABLE CLAIMS AGAINST YOU PERTAINING TO YOUR USE OR MISUSE OF THE SERVICE OR FOR YOUR BREACH OF THE AGREEMENT (INCLUDING ANY POLICIES RELATING TO THE SERVICE).

13. **INDEMNIFICATION.**

You agree to defend, indemnify and hold harmless Verizon from and against all claims, losses, damages, fines, liabilities, penalties, costs and expenses, including reasonable attorney's fees, related to or arising from: (a) any violation of applicable laws, regulations or this Agreement by you (or any parties who use your account, with or without your permission, to access the Service); (b) negligent acts, errors or omissions by you (or any parties who use your account, with or without your permission, to access the Service); (c) injuries to or death of any person, and for damages to or loss of any property, which may in any way arise out of or result from or in connection with this Agreement, except to the extent that such liabilities arise from the gross negligence or willful misconduct of Verizon; (d) claims for infringement of any intellectual property rights arising from the use of the Service, Software, or the Internet; or (e) the absence, failure or outage of the Service, including the limited emergency response service accessible through VoiceWing and/or inability of you or any third-party user of your Service to be able to access emergency service personnel.

14. **NOTICES.**

Notices from you required under this Agreement shall be provided to Verizon in accordance with the methods set forth on the Web site in the Contact Us section. Notices by Verizon to you will be provided by one or more of the following: posting on our Web site, recorded announcement, bill message, bill insert, newspaper ad, postcard, letter, call to your billed telephone number or e-mail to an address provided by you.

15. **GENERAL PROVISIONS.**

- a. All obligations of the parties under this Agreement, which by their nature would continue beyond the termination, cancellation or expiration of this Agreement, including by way of illustration and not limitation those clauses relating to Software Licenses, Disclaimer of Warranties and Limitation of Liability and Indemnification, shall survive such termination, cancellation or expiration.
- b. Verizon will not be liable for delays, damages or failures in performance due to causes beyond its reasonable control, including but not limited to acts of a governmental body, acts of God, acts of third parties, fires, floods, strikes or other labor-related disputes, of other things we do not control, or an inability to obtain necessary equipment or services.
- c. You agree not to assign or otherwise transfer this Agreement in whole or in part, including the Software or your rights or obligations under it. Any attempt to do so shall be void. We may assign all or any part of this Agreement without notice and you agree to make all subsequent payments as directed.

- d. **You and Verizon agree that the substantive laws of the Commonwealth of Virginia, without reference to its principles of conflicts of laws, will be applied to govern, construe and enforce all of the rights and duties of the parties arising from or relating in any way to the subject matter of this Agreement. YOU AND VERIZON CONSENT TO THE EXCLUSIVE PERSONAL JURISDICTION OF AND VENUE IN A COURT LOCATED IN FAIRFAX COUNTY, VIRGINIA, FOR ANY SUITS OR CAUSES OF ACTION CONNECTED IN ANY WAY, DIRECTLY OR INDIRECTLY, TO THE SUBJECT MATTER OF THIS AGREEMENT OR TO THE SERVICE. Except as otherwise required by law, including Virginia laws relating to consumer transactions, any cause of action or claim you may have with respect to the Service must be commenced within one (1) year after the claim or cause of action arises or such claim or cause of action is barred.**
- e. In the event of a conflict between this Agreement and any applicable tariff, the tariff shall prevail. We reserve the right to modify the Service to reflect any change in any governing law, applicable tariff or underlying network service or component affecting the Service.
- f. Verizon's failure at any time to insist upon strict compliance with any of the provisions of this Agreement in any instance shall not be construed to be a waiver of such terms in the future. If any provision of this Agreement is determined to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, and the unenforceable portion shall be construed as nearly as possible to reflect the original intentions of the parties.
- g. This Agreement, including all Attachments and all other policies posted on the Web site which are fully incorporated into this Agreement either by attachment or by reference, constitutes the entire Agreement between you and Verizon with respect to the subject matter hereto and supersedes any and all prior or contemporaneous agreements whether written or oral. Any changes by you to this Agreement, or any additional or different terms in your purchase orders, acknowledgements or other documents, written or electronic, are void.

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